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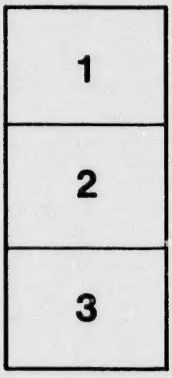

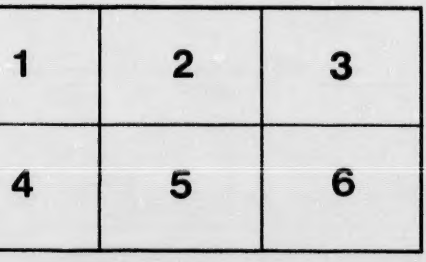

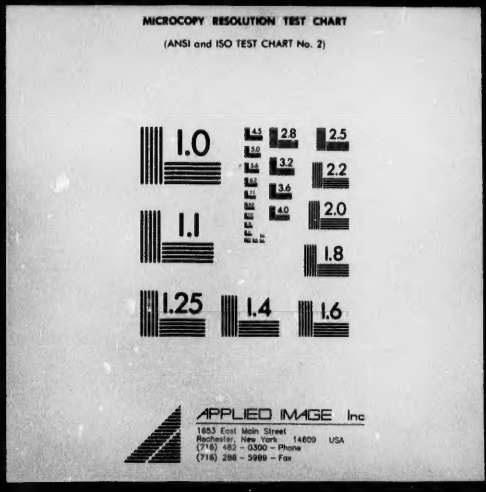
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A

REPLY

TO

JOHN HAY'S ANSWER to GILBERT BARKLY'S REPRESENTATION to the *PUBLICK*, the 18th of *September*, 1764.

MR. *Hay* begins with his Anſwer to what he honours with the Name of a PRINTED LIBEL, entitled, "A Repreſentation to the Publick of Affaires between *Gilbert* "*Barkly* of *Philadelphia*, and *John Hay* of *Quebec*."

"I went to *Philadelphia*, in *July*, 1762, as Mr. *Barkly* mentions, in Order to ſettle "there fully for our whole Tranſactions in Trade, from the Commencement of the Ar- "ticles in Partnerſhip, bearing Date the 14th Day of *June*, 1756, as he had all the "Books in his Poſſeſſion, at *Philadelphia*, concerning the ſame, preceding the Time I "left him at *Louiſbourg*, but he did not chuſe to ſettle with me for any of our former "Tranſactions, &c. he only would ſettle with me for our Tranſactions in *Canada*, and "conſequently an Agreement was drawn up betwixt us, dated the 25th of *October*, 1762."

He goes on, and ſays, "The overbearing Diſpoſition of ſaid *Barkly*, whoſe Threat- "nings, had they been purſued, might have rendered abortive any future Method of "doing myſelf Juſtice, and conſequently any Terms at ſuch a Time were agreeable to "me to ſign."

In Anſwer to this Charge, ſimply ſupported by this *Man of Candour's own dear ſelf*, and in themſelves in many Reſpects contradictory:

It is well known the Citizens of *Philadelphia* enjoy all the Privileges and Liberties due to free born Subjects, as the Laws of *England* are the great Standard by which they are directed.

If Mr. *Hay* had been at *Conſtantinople*, in Place of his being in a City equitably governed by wholſome Laws, executed under the Eyes of Juſtice, the Doctrine he preaches might have ſome Weight.

His firſt Charge is of Tranſactions before he left *Louiſbourg*, "That all the Books and "Papers were at *Philadelphia*, his only Knowledge of them being from Invoices, Bills of "Parcels, Bills of Exchange, and Mr. *Barkly*'s Letters;" and in another Paragraph he contradicts this, and ſays, "That the Profits, after deducting all Debts, appear in Fa- "vour of the Houſe £5860 - 0 - 3 *Halifax* Currency:" Here he ſtrikes a Balance even to three Pence, and in the former Paragraph he declares himſelf ignorant.

Mr. *Barkly* will be extremely much obliged to Mr. *Hay* if he convinces him how this Balance appears; at the ſame Time he muſt be allowed to apprehend its having a Tendency to ſerve himſelf in the ſame Manner as what he calls his principal Books had.

He next declares, "That I would only ſettle with him for the Tranſactions in *Canada*, "and conſequently an Agreement was drawn out, dated 25th of *October*, 1762."

Here he forgets his own Receipt in the Body of the above Obligation for £240 *Halifax* Currency, for the former Affairs, in full of all Demands, and with this £240 he debits me in Accompt Currant ſigned by himſelf, above Twelve Months after the Date of the Obligation.

The Settlement of Accompts made at *Philadelphia* was from Mr. *Barkly*'s Books, and the ſhort Abſtract brought by Mr. *Hay* from *Quebec*, from the falſe Books put into my Hands at my Arrival here, this the Settlement itſelf proves.

During the Time Mr. *Hay* continued at *Philadelphia*, which was nigh four Months, my Compting Houſe and Books were open to him, and they ſtill continue open to him, ſhould he require a Reviſal of the Books.

It

It will be too tedious and irkſome to trouble the Publick with the Multitude of Contradictions and Inconſiſtencies in this Writing of Mr. *Hay*'s, at the ſame Time I muſt be excuſed for mentioning a few of them, *viz.*

He made a Settlement of Accompts at *Philadelphia*, and gives a Diſcharge in full of all Demands for a Sum of Money, and yet he made no Settlement, but wants to begin at the Beginning.

He was frightned into any Terms he could get, in the free City of *Philadelphia*, and yet thereafter, during the Courſe of upwards of ſeventeen Months Correſpondence with the arbitrary Oppreſſor, makes no Complaint of any Kind of Grievance: He treats the Oppreſſor, after his Arrival at *Quebec*, as a Perſon he would willingly keep on Terms of Friendſhip with, delivers him all the Books and Papers he demanded, and after leaving them in his and his Clerks Poſſeſſion for nigh ſeven Weeks, continuing ſtill on good Terms, yet in one Night ſweeps the whole away, becauſe the Tranſactions here were the laſt, and that he had made no former Settlement.

He ſold off all the Stock of Goods on Hand at *Quebec* and *Montreal* at publick Vendue, and purchaſed the moſt of them himſelf for his private Uſe, by which he raiſed the Sales £300—Such was his Regard for this Oppreſſor, that he preferred his Intereſt ſo far to his own; and all this was done by Virtue of the Writing paſſed betwixt them at *Philadelphia*, and yet he had good Reaſon for deſiring this very Writing ſhould be cancelled.

He agreed that all the Differences betwixt us ſhould be referred to ſix or ſeven honeſt Men, his own Fellow-Citizens, and when it came to the Puſh of ſigning the Bonds of Arbitration, he would not do it, becauſe, indeed, he did not chuſe it, as Lawyers are better Judges of Accompts and Tranſactions in Trade than Merchants.

He ſaw *George Richan* drunk in the Morning (when poſting a Set of regular Books from his Waſte-book) and not working at his Books, and yet no Perſon but himſelf diſcovered this: The Work done by *George Richan* proves his being capable, and his not meriting the Character ſo maliciouſly given him.

He is able to purchaſe Breweries, large Quantities of Goods, be concerned in a Diſtillery, build elegant Houſes, *&c. &c.* and yet indeed he chuſes rather to go to Law than pay his Debts: Tho' Mr. *Barkly* was the ſole Father of the Houſe, by whoſe Means all the Goods ſent to *Canada* were purchaſed, and who took on the Load of Debts; yet indeed he is much ſurpriſed that he ſhould look into their Affairs and detect Frauds.

During the Time of his late Sickneſs, and when Mr. *Barkly* and his Clerks were buſy poſting regular Books, in Order to have a ſpeedy Settlement, that he might get Home to his Family and Buſineſs; unknown to any of them, by Mr. *Hay* or by his Directions, the whole Books and Papers were carried away, and in Return for this unprecedented Action, becauſe I arreſted him for the Debt he owes me, indeed it was a cruel Action at ſuch a Time.

Mr. *Hay* goes on, and ſays, "That at my Arrival at *Quebec* he treated me in every "Reſpect as a Perſon he would willingly keep on good Terms of Friendſhip, and did "deliver me all the Books I mention in my Repreſentation, and a regular Set made out "from the Day-books in the Years 1759 and 1760; that during that Period of Time he had "no Clerk to aſſiſt him, and that Errors might happen, *&c.*" Unluckily for Mr. *Hay*, the Frauds proved againſt him are not from the Books wrote in this Time of Hurry; they appear from the Set he calls his principal Books, which he put in my Hands ſoon after my Arrival at this Place, and which were made out on Purpoſe to deceive me. It is allowed that the beſt Accomptants may be liable to ſome Errors, but if a double Set of Books is keept, and upon comparing the two Waſte-books together (which ought to be exact Copies) if the Goods ſold by the firſt be conſiderably higher in Price than thoſe ſold by the ſecond, which was copied when Hurry was over, is it neceſſary to aſk if this was done with a Deſign of Fraud or not? This undoubtedly was the Caſe, which the Books themſelves will teſtify; and let it be remembered, that all the Payments of Accompts and real Tranſactions were taken by Mr. *Hay* from the Waſte-books and Ledgers delivered to me by him about a Month after my Arrival, and not from the Books made out to amuſe me, and which were delivered to me a few Days after my Arrival.

Next follows Mr. *Hay*'s Reaſons for carrying away the Books, *&c.* "That as the "Tranſactions here were the laſt Part of the Company Concerns in Trade, he thought it "was moſt proper we ſhould begin from the Commencement of our Partnerſhip, and "not at the latter End of it, and that he found from Experience, that he could not con-"fide in Mr. *Barkly* to do him Juſtice for all or any of their Concerns in Trade."

For

RB160.737

For this *genteel Freedom* certainly Mr. *Hay* merits Thanks.

From the Time Mr. *Hay* left *Philadelphia*, in *October*, 1762, till my Arrival at *Quebec*, the 22d of *June*, 1764, many Lettres paſſed betwixt us, and is it not natural to believe, if there were any ſuch Grievances as are repreſented in the above and foregoing Paragraphs, and the others in Mr. *Hay*'s Complaints, that he would have mentioned them, and deſired Redreſs? His Letters to me proves there were none made, and I am ready to declare on Oath, that none were made to me by Word or Writing before nor after my Arrival at this Place, till the Books were conveyed away: And does not the Settlement at *Philadelphia* prove that all former Tranſactions were finiſhed, and does not he own the Receipt of a Conſideration Sum in full of all Demands? What Grounds can there therefore be for begining a ſecond Time an Affair that has been finally ended.

Before I left *Scotland* I entered into an Agreement with Mr. *Hay* to accompany me to *North-America* as my Clerk, for which I was to pay him a Salary; and ſome Time after our Arrival, believing him to be a ſober, induſtrious, honeſt Man, and not from any Knowledge he had in Trade, or Credit he could bring the Houſe (for he knows that my beſt Friend on Earth chid me ſeverely for giving him a Concern) I gave him a Concern in Trade with me. My Friends ſupported me, and every Thing in my Power was done to fill his Hands with ſuch Goods as I thought would anſwer to the beſt Advantage, all my Dependance on him being to diſpoſe of the Goods, and remit me in Order to pay off the Debts I contracted, in doing of this he has fallen greatly ſhort, and left me with a Load Debts which endanger my Credit, and now bids me Defiance, and purpoſes to go to Law with me with much more than my Fortune in his Hands.

It might be expected that common Gratitude would have induced him to have done me that Juſtice which is due between honeſt Men, but in Place of this, every Effort in his Power has been uſed to diſtreſs and ruine me.

As to what he calls his Narrative, ſo far as he mentions of Affairs at *Philadelphia*, ſupported by his own dear ſelf, he undoubtedly deſires that the Publick ſhould believe that that City is governed by the moſt abſolute Tyrant on Earth, and that this very *Barkly* had ſuch Influence that his Will was a Law.

The Letter mentioned by him, dated the 24th of *September*, is anſwered by the Settlement and obligatory Writing, dated at *Philadelphia*, the 25th of *October* following. And as to the Articles of Co-partnerſhip he mentions, it is abſolutely refuſed, and Teſtimonials to that Effect will be ſoon produced. Thoſe Articles he ſays were ſigned *Gilbert* BARCLAY. He begins what he calls his Narrative, *viz.* "On the 14th Day of *June*, 1756, a Partnerſhip was agreed on and concluded betwixt *Gilbert Barkly*, another Perſon and myſelf, under the Firm of *Barkly & Hay*." The Publick is requeſted to judge how Articles of Co-partnerſhip could be ſigned *Gilbert* BARCLAY, and the Firm of the ſame Houſe *Barkly & Hay*. Theſe are ſuch Contradictions that they only ſhew to what Lengths this malicious Man would go to wound the Character of the beſt Friend he had on Earth.—But a Man, capable of Ingratitude, and guilty of Fraud, * will ſtretch every Point to blind the World: However, ſtubborn Truth is ſupported by itſelf, and will in End ſtand.

It comes now to what Mr. *Hay* is pleaſed to mention of my ſwearing to a Debt againſt him the 6th of *September* laſt, at a Time when he was confined to Bed by Sickneſs, but not ſo bad, but he either carried away the Books, *&c.* or ordered them to be carried away out of my Bed-room when the Keys were in my Servant's Pocket, and this without any Provocation but the Diſcovery of groſs Frauds againſt him (which are proved by myſelf and Clerks.) I ſay a Debt of £8119 - 1 - 4 *Halifax* Currency: He adds, "with what "Propriety he could do this, I leave it to the impartial World to judge; and ſays, if any "Perſon doubts of what is above related, if they will give themſelves the Trouble to call "on me for a Sight of the Accompts and Letters, *&c.* I will ſhew them to them with "Pleaſure." In the Settlement in *Philadelphia* there were many Bills of Exchange given Credit for, the Fate of which were not known, Re-exchange on Bills returned, Bills of Raiſſom to pay, Intereſt of Money, and many other Articles too tedious to mention here; let it ſuffice that this Demand is ſupported by Vouchers; and for a Proof of my being

* FRAUD, worſhipped by the antient Pagans, either when they had a Mind to deceive, or were afraid of being deceived; ſhe was of a very monſtrous Shape, having the Countenance of a very Beautiful young Woman, the Body of a party coloured Serpent, and a Scorpion's Tail; her Countenance denoted the ſpecious Pretences, made Uſe of to cover their Cheats, the ſpotted Body ſignifyed her different Wiles, and the Scorpion's Tail the Malice which is always found at the Bottom of her Deſigns.

being ready to bring Matters to a Point, did I not offer to lay the whole before honeſt diſintereſted Men, and to abide by their Determination, but this was not agreeable to his Deſigns.

The following Paragraph ſeems a victorious Charge to him, *viz.* "And on his deliver-"ing me his Books, keept by him in *Philadelphia* for the *Canada* Concerns, I began to "examine them, and found on comparing ſome of the Articles againſt the Houſe in *Ca-*"*nada* with the Invoices of the Goods I had received, Overcharges againſt me to the "Amount of £1136 - 7 - 0 *Halifax* Currency; in one Charge he charges me near "double the firſt Coſt of it, and would have inſiſted on paying the above Overcharge "againſt me, as they will appear all mentioned in the Accompt ſettled at *Philadelphia* the "25th of *October*, 1762, and ſigned by him:" If Mr. *Hay* had acted with that Candour expected from an honeſt Man, he ought to have added, that the Invoices he mentions were partly put in his Hands by *Gilbert Barkly*, and others forwarded to him by Letters from me, and that the State found in my Books at *Philadelphia* proceeded from his Letters of Advice from *Quebec* to me, of the Prices thoſe Goods were ſelling at; and before I balanced my Books at *Philadelphia*, the End of the Year 1759, I entered thoſe Goods agreeable to the Advices received from Mr. *Hay*, in Order to come as nigh my real Stock as Circumſtances of Affaires could bring them; but according to Mr. *Hay*'s Doctrine, Mr. *Barkly* ought to have continued as formerly the *Baſha*, tho' it ſeems at this Time he declined it.

This tedious and irkſome Reply is a Taſk extremely diſagreeable to me, but an oppreſſed Perſon is in ſome Degree eaſed by painting a Picture to the World of the ungrateful Author of the Oppreſſion: Had I kept him in the Station moſt ſuitable for him, I doubt not but he would have been happy, and my Affairs carried on agreeable to Truth; but from an Openneſs of Heart, and a ſincere Inclination for the Welfare of this Man, who I believed to be a *Nathaniel of Honeſty*, I gave him a Concern in Trade with me, and ſupported him with vendible Goods, by my long Experience in Trade and the Goodneſs of my Friends, to much greater Value than I could well expect.

I need not be ſurprized at the Manner Mr. *Hay* concludes his Anſwer, by ſaying I induſtriouſly prevented him from ſeeing what he calls my Libel—It is well known a Copy of it was given by me to a Gentleman of Character in this City, with my earneſt Requeſt of his Reading it to him, and deſiring he would conſider of the Conſequence; this was accordingly done, but to no Effect, tho' it happened before it was proven before the Judge or printed, and my Reaſon for not diſperſing them immediately after they were printed, was in Expectations that Mr. *Hay* would have conſidered of the Conſequence, and for this Regard and Tenderneſs to his Character he is pleaſed to find Fault.

QUEBEC, *November* 2, 1764.

Gilbert Barkly.

Meſſrs. PRINTERS, Quebec, October 29, 1765.

AS I promiſed in my Reply of the 2d of November, 1764, That Teſtimonials ſhould be produced to prove that no ſuch Articles of Co-partnerſhip, as John Hay daringly aſſerts, were ever entered into by myſelf, Alexander Barclay of Philadelphia, and the ſaid Hay; you are deſired to print Alexander Barclay's Affidavit on the Back of the ſaid Reply, as alſo an Extract from the laſt Letter wrote me by John Hay, before my Departure from Philadelphia for this Place, which ſhews that no Books were expected from thence by him, as he falſly alledges: And as to the Particulars of what he publiſhed in your Gazette of the 24th Current, the ſundry Affidavits already publiſhed, with the following one, &c. prove the whole falſe, and ſhew the unhappy Man graſping at his own Deſtruction. I am,

SIRS, *Your obedient Servant,*

GILBERT BARKLY.

City of PHILADELPHIA, *ſs.* PERSONALLY appeared before me, THOMAS LAWRENCE, Eſq; Mayor of the City of Philadelphia, in the Province of Pennſylvania, Alexander Barclay, Eſq; of the ſame City, and being duly ſworn on the Holy Evangeliſts, depoſeth and ſaith, That he never was concerned in carrying on any Trade, Commerce or Buſineſs with Gilbert Barkly, late of this City, and now at Quebec, and with John Hay of Quebec, or with either of them; and that he never had any Kind of Connexion with, or Intereſt in, the Houſe or Firm of *Barclay* and Hay, or the Houſe or Firm of Barkly and Hay, nor with thoſe Perſons by any other Name or Names whatſoever.—And further this Deponent ſaith, That he has been very well acquainted with the ſaid Gilbert Barkly for ſeveral Years paſt, and that the ſaid Gilbert hath always ſupported and born the Character of a Man of Honor and Integrity, and from the Knowledge this Deponent hath of him, he believes he very juſtly deſerves that Character. *(Signed)* ALEXANDER BARCLAY.

SEAL.

PHILADELPHIA, ſ. *Sworn before me, this 27th May*, 1765,
as Witneſs my Hand, and Seal of the Mayoralty.
(Signed) THOMAS LAWRENCE, Mayor.

Extract of a Letter from JOHN HAY *of Quebec, to* GILBERT BERKLY *in Philadelphia, dated Quebec, May* 1, 1764.

"I have been expecting you here every Day for theſe two Months paſt, in order to examine the Books kept by me here, "but ſhould it be inconvenient for you to come this Length, pleaſe acquaint me what Particulars you want to be informed "of, and I ſhall do my Endeavour to ſatisfy you fully concerning them."

(Signed) JOHN HAY.